

## COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION 500 WEST TEMPLE STREET, ROOM 383 LOS ANGELES, CALIFORNIA 90012 (213) 974-1411 • FAX (213) 620-0636 MEMBERS OF THE BOARD

GLORIA MOLINA

MARK RIDLEY-THOMAS

ZEV YAROSLAVSKY

DON KNABE

MICHAEL D. ANTONOVICH

February 18, 2014

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012 **ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

5 February 18, 2014

SACHI A. HAMAI

EXECUTIVE OFFICER

Dear Supervisors:

AMENDMENTS TO EXTEND CONTRACT NUMBERS 76967, 76968, 76969,
AND 76970 FOR TEMPORARY PERSONNEL SERVICES AND APPROVE APPROPRIATION
ADJUSTMENT
(ALL DISTRICTS) (3 VOTES)

## **SUBJECT**

Request Board approval to amend contracts with AppleOne Employment Services, Select Staffing Services, Helpmates Staffing Services, and Good People Employment Services, set to expire April 14, 2014, to extend the term for one year and approve appropriation adjustment. The extension will provide additional time needed to complete the solicitation process for contract(s) with an organization(s) that can provide Temporary Personnel Services for the Executive Office of the Board of Supervisors and client departments.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- Approve and instruct the Chairman to sign the attached amendments to extend Contract No. 76967 with Select Staffing Services, Contract No. 76968 with Helpmates Staffing Services, Contract No. 76969 with AppleOne Employment Services, and Contract No. 76970 with Good People Employment Services for an additional one year, effective April 15, 2014 with no changes to the existing rates.
- 2. Delegate authority to the Executive Officer of the Board, or her designee, to prepare and execute amendments to the Contracts to incorporate or change any contracting provision required by the Board of Supervisors, Chief Executive Officer, or designee.
- 3. Approve and authorize the Executive Officer of the Board to increase the estimated maximum annual cost from \$2,650,000 to \$3,700,000 for temporary personnel services, effective upon Board approval.

The Honorable Board of Supervisors February 18, 2014 Page 2

4. Approve an appropriation increase of \$500,000, which will be fully funded by an intrafund transfer from the Department of Health Services – Managed Care Services in FY 2013-14.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contracts have a term of three years with two one-year extension options and are currently in their last option year. The current contracts for temporary personnel services will expire on April 14, 2014. A Request for Proposals (RFP) was set to be released November 2013 to replace the services provided under these contracts but due to time constraints, this did not allow enough time for proper review.

The extension will allow sufficient time to release a new RFP and complete the solicitation process. The purpose of this recommendation is to ensure uninterrupted temporary personnel to the Executive Office of the Board of Supervisors and client departments.

In Fiscal Year 2013-14 the Executive Office of the Board of Supervisors is estimating an increase in temporary services by our Department, as well as, other County Departments using our contracts. As a result, the projected cost will exceed our previous annual estimated cost of \$2,650,000 per fiscal year. Therefore, we are increasing our estimated cost to \$3,700,000 for the duration of this fiscal year and subsequent fiscal year.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action is consistent with the County's Strategic Plan Goal No. 1 of Organizational Effectiveness by providing quality, timely, and cost-efficient temporary personnel services to the Board of Supervisors and client departments.

### FISCAL IMPACT/FINANCING

Rates are standardized for all firms under the contract. Services are used on an as-needed basis and not projected to exceed \$3,700,000 in this fiscal year and subsequent fiscal year. Partial funding for this service is available in Board of Supervisors, Executive Offices' Adopted Budget with the remaining amount being funded by an appropriation adjustment of \$500,000 from the Department of Health Services – Managed Care Services in FY 2013-14.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 31, 2009 your Board approved a non-exclusive contract with four temporary employment agencies. The contracts are intended to be used by the Board of Supervisors and other County Departments to obtain temporary personnel services during peak work periods and/or in the approved absence of permanent staff as authorized under California Government Code Section 31000.4.

There is no impact to County employees as these services supplement current resources and are intermittent in nature. The financing of temporary personnel services cost is paid from existing budgeted funds within each client department.

The Honorable Board of Supervisors February 18, 2014 Page 3

The Executive Office of the Board of Supervisors is in the process of releasing the RFP to solicit for contracts with vendors to provide temporary personnel services to the Board of Supervisors and client departments. The Amendment extends the term of the contracts for one year to complete the RFP solicitation process. All terms, conditions, and pricing of these contracts will remain unchanged.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of this action will ensure uninterrupted temporary personnel services.

## **CONCLUSION**

Upon approval by your Board, please return two signed copies of each amendment and one adopted copy of this letter to Executive Office, Fiscal Services Division.

Respectfully submitted,

Sachi A. Hamai

Executive Officer, Board of Supervisors

Sichi a. Hamai

Attachments

c: Executive Officer – Clerk of the Board of Supervisors
 Chief Executive Officer
 County Counsel

### Contract No. 76967

#### **AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this <u>18th</u> day of February , 2014,

by and between COUNTY OF LOS ANGELES

(hereafter "County")

and SELECT STAFFING SERVICES

(hereafter "Contractor")

Business Address:

777 S. FIGUEROA ST., SUITE 2500

LOS ANGELES, CA 90017

WHEREAS, on April 7, 2009, the County entered into contract with Select Staffing Services for temporary personnel services (hereafter "Agreement"); and

WHEREAS, Contract No. 76967 will expire on April 14, 2014; and

WHEREAS, County is in the process of soliciting for new Temporary Personnel Services to replace Contract No. 76967, but such solicitation will not be completed on April 15, 2014; and

WHEREAS, the parties mutually agree to extend the term of Contract No. 76967 for one year from April 15, 2014 to April 14, 2015 for the completion of the solicitation; and

WHEREAS, the Contractor is willing to continue providing the service, under the Agreement's existing terms and conditions, during the period as extended under this AMENDMENT:

**WHEREAS**, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between both parties that the Contract No. 76967 shall be amended as follows:

- 1. Section 6 Term, shall be deleted in its entirety and replaced as follows to extend the term for one year.
  - "Section 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2015."
- 2. Section 8 Warranty of Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 8. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 3. Section 9 Termination For Breach of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 9. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Section 8 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and the Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

> COUNTY OF LOS ANGELES Chairman, Board of Supervisors

> > ATTEST: SACHIA. HAMAI

**EXECUTIVE OFFICER** CLERK OF THE BOARD OF SUPERVISORS

I hereby certify that pursuant to

JACHLA, HAMAL

Executive Officer

Section 25103 of the Government Code. elivery of this document has been made.

Clerk of the Board of Supervisors

Deputy

, Deputy

APR 0 9 2014

CONTRACTOR

SELECT STAFFING SERVICES

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Deputy County Counsel

**BOARD OF SUPERVISORS** 

FEB 18 2014

## Contract No. 76968

#### **AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this <u>18th</u> day of February , 2014,

by and between

COUNTY OF LOS ANGELES

(hereafter "County")

and

HELPMATES STAFFING SERVICES

(hereafter "Contractor")

Business Address:

900 WILSHIRE BLVD. #914 LOS ANGELES, CA 90017

WHEREAS, on April 7, 2009, the County entered into contract with Helpmates Staffing Services for temporary personnel services (hereafter "Agreement"); and

WHEREAS, Contract No. 76968 will expire on April 14, 2014; and

WHEREAS, County is in the process of soliciting for new Temporary Personnel Services to replace Contract No. 76968, but such solicitation will not be completed on April 15, 2014; and

WHEREAS, the parties mutually agree to extend the term of Contract No. 76968 for one year from April 15, 2014 to April 14, 2015 for the completion of the solicitation; and

WHEREAS, the Contractor is willing to continue providing the service, under the Agreement's existing terms and conditions, during the period as extended under this AMENDMENT;

**WHEREAS**, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between both parties that the Contract No. 76968 shall be amended as follows:

- 1. Section 6 Term, shall be deleted in its entirety and replaced as follows to extend the term for one year.
  - "Section 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2015."
- 2. Section 8 Warranty of Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 8. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206. "

- 3. Section 9 Termination For Breach of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 9. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Section 8 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and the Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

r first above written.

OF LOS

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AUFOR By \_\_\_\_

COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

ATTEST: SACHI A. HAMAI \*\*
EXECUTIVE OFFICER

CLERROF THE BOARD OF SUPERVISORS

\_\_\_\_, Deputy APR 0 9 2014

CONTRACTOR

HELPMATES STAFFING SERVICES

By CNAME POCALE VILLA

VP (GM (TITLE) I hereby certify that pursuant to Section 25103 of the Government Code, felivery of this document has been made.

ACHLA, HAMAI Executive Officer

Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Ву

Deputy County Counsel

Richard D. Bloom

ADOPTED BOARD OF SUPERVISORS

# 5 FEB 18 2014

SACHI A. HAMAI EXECUTIVE OFFICER

#### Contract No. 76970

### **AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this <u>18th</u> day of <u>February</u>, 2014,

by and between COUNTY OF LOS ANGELES

(hereafter "County")

and GOOD PEOPLE EMPLOYMENT

SERVICES

(hereafter "Contractor")

Business Address:

9636 TIERRA GRANDE ST., SUITE

104

SAN DIEGO, CA 96126

WHEREAS, on April 7, 2009, the County entered into contract with Good People Employment Services for temporary personnel services (hereafter "Agreement"); and

WHEREAS, Contract No. 76970 will expire on April 14, 2014; and

WHEREAS, County is in the process of soliciting for new Temporary Personnel Services to replace Contract No. 76970, but such solicitation will not be completed on April 15, 2014; and

WHEREAS, the parties mutually agree to extend the term of Contract No. 76970 for one year from April 15, 2014 to April 14, 2015 for the completion of the solicitation; and

WHEREAS, the Contractor is willing to continue providing the service, under the Agreement's existing terms and conditions, during the period as extended under this AMENDMENT;

**WHEREAS**, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between both parties that the Contract No. 76970 shall be amended as follows:

- 1. Section 6 Term, shall be deleted in its entirety and replaced as follows to extend the term for one year.
  - "Section 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2015."
- 2. Section 8 Warranty of Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 8. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

- Section 9 Termination For Breach of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 9. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Section 8 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and the Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

Chairman, Board of Supervisors

CONTRACTOR

GOOD PEOPLE EMPLOYMENT SERVICES

ATTEST: SACHI A. HAMAI EXECUTIVE OFFICER

CLERK OF THE BOARD OF SUPERVISORS

, Deputv

APR 0 9 2014

By Dedy Munoy
(NAME)

Vice President

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Deputy County Counsel

Pichad D. Bloom

I nereby certify that pursuant to Section 25103 of the Government Code, elivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

Dan

Deputy

ADOPTED POARD OF SUPERVISORS

# 5 FEB 18 2014

3

SACHI A. HAMAI
EXECUTIVE DEFICER

### Contract No. 76969

### AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this <u>18th</u> day of February , 2014,

by and between COUNTY OF LOS ANGELES

(hereafter "County")

and APPLEONE EMPLOYMENT

**SERVICES** 

(hereafter "Contractor")

Business Address: 327 WEST BROADWAY GLENDALE, CA 91204

WHEREAS, on April 7, 2009, the County entered into contract with AppleOne Employment Services for temporary personnel services (hereafter "Agreement"); and

WHEREAS, Contract No. 76969 will expire on April 14, 2014; and

WHEREAS, County is in the process of soliciting for new Temporary Personnel Services to replace Contract No. 76969, but such solicitation will not be completed on April 15, 2014; and

WHEREAS, the parties mutually agree to extend the term of Contract No. 76969 for one year from April 15, 2014 to April 14, 2015 for the completion of the solicitation; and

WHEREAS, the Contractor is willing to continue providing the service, under the Agreement's existing terms and conditions, during the period as extended under this AMENDMENT;

**WHEREAS**, the Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between both parties that the Contract No. 76969 shall be amended as follows:

- 1. Section 6 Term, shall be deleted in its entirety and replaced as follows to extend the term for one year.
  - "Section 6. TERM. This Agreement shall commence on April 15, 2009 and shall terminate at the close of business on April 14, 2015."
- 2. Section 8 Warranty of Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 8. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206. "

- 3. Section 9 Termination For Breach of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program, shall be added as follows:
  - "SECTION 9. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Section 8 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and the Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

> COUNTY OF LOS ANGELES Chairman, Board of Supervisors

CONTRACTOR

APPLEONE EMPLOYMENT SERVICES

ATTEST: SACHIA. HAMAI **EXECUTIVE OFFICER** CLERKOF THE BOARD OF SUPERVISORS . Deputy APR 0 9 2014

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

Ву.

Deputy County Counsel Relie d D. Bloom I hereby certify that pursuant to Section 25103 of the Government Code, alivery of this document has been made.

SACHIA. HAMAI Ехесцііve Officer

Clerk of the Board of Supervisors

Bv Deputy

FEB 18 2014

**EXECUTIVE OFFICER** 

**COUNTY OF LOS ANGELES** 

### REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO.

061

DEPARTMENT OF BOARD OF SUPERVISORS

February 12, 2014

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2013-14

3 - VOTES

SOURCES

USES

**BOARD OF SUPERVISORS** A01 - BS - 6800 - 10010 INTRAFUND TRANSFERS - \$500,000 **DECREASE APPROPRIATION** 

**BOARD OF SUPERVISORS** A01 - BS - 2000 - 10010 SERVICES AND SUPPLIES - \$500,000 **INCREASE APPROPRIATION** 

SOURCES TOTAL: \$ 500,000

**USES TOTAL:** \$ 500,000

### JUSTIFICATION

Reflects an increase in spending authority, which will be 100% offset with FY13-14 Intrafund Transfers from the Department of Health Services - Managed Care Services.

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

5 FEB 18 2014

**EXECUTIVE OFFICER** 

REFER	RED	TO THE	CHIEF
EXECU	ITIVE	OFFICE	R FOR -

ACTION

APPROVED AS REQUESTED

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

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CHIEF EXECUTIVE OFFICER